

## **GRANT AWARD REFERENCE:**

NAME: Sumter County Animal Control Services

PROJECT: Stipends for Code 3 Cruelty Education for Animal Control Officers

AMOUNT: \$10,000.00

GRANT TERM: September 12, 2011 - September 12, 2012

ASPCA CONTACT: Allison Cardona

GRANT ACCOUNT LOGIN: https://www.grantrequest.com/SID 900?SA=AM

ANTICIPATED PAYMENT DATE: 10/27/2011\*

\*Due to heavy volume, some grant checks may take up to six weeks to process following our receipt of signed grant contracts from you. Most checks will be mailed sooner; however, we appreciate your patience if you do not receive your check within the usual four week payment period.

Monday, September 12, 2011

Mr Frank Taberner Animal Control Officer Coordinator Sumter County Animal Control Services 819 CR 529 Lake Panasoffkee, FL 33538

Dear Mr Taberner,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Sumter County Animal Control Services the amount of \$10,000.00. These funds are designated for the following purpose as outlined in your grant request and in the following contract and, if applicable, its amendments: Stipends for Code 3 Cruelty Education for Animal Control Officers.

The ASPCA shall pay the grant to Sumter County Animal Control Services approximately two to six weeks following receipt of two signed original contracts, including this cover letter. By endorsing and depositing the grant check, you represent and warrant that your organization will meet the obligations specified in this letter and in the contract.

In consideration of the grant, the Sumter County Animal Control Services shall (a) publicly acknowledge that the project was made possible through a grant from the ASPCA and reference the ASPCA in all project materials and (b) grant to the ASPCA a license to use the Sumter County Animal Control Services name and trademarks to promote the grant.

Two jpegs of our logo are embedded into this document for your cut-and-paste use on your website or other collateral. Please refer to Section 2 of the accompanying contract regarding the use of these logos. Instructions regarding links to ASPCA's website can be found at this URL: <a href="http://www.aspca.org/about-us/legal-information/link-to-us.html">http://www.aspca.org/about-us/legal-information/link-to-us.html</a>, including link banners via this URL: <a href="http://www.aspca.org/about-us/free-aspca-stuff/free-link-banners.html">http://www.aspca.org/about-us/free-aspca-stuff/free-link-banners.html</a>. For technical assistance regarding recognition of your grant, please contact <a href="mailto:press@aspca.org">press@aspca.org</a>.

Furthermore, Sumter County Animal Control Services shall communicate with Allison Cardona (allisonc@aspca.org, (212) 876-7700 x4315) according to the schedule below until September 12, 2012 to review and evaluate the use of the grant funds (signed contracts are required and should be sent to the grants administrator\*; formal letters of acknowledgement and thank you letters are optional and should be mailed or emailed to your ASPCA Key Contact).

Type	Notes	Schedule Date
Signed Contract		October 27, 2011
Grant Recognition	Include any photos, press releases, clips, links and communications to your constituents that recognize the ASPCA's support of this project.	March 12, 2012
Progress Report		March 12, 2012
Financial Report	Please include a list of expenditures for which this grant was used up to the date of this report submission.	March 12, 2012
Receipt(s)		September 12, 2012
Press Information	Please include any press stories or anecdotal information about this project. Human interest stories accompanied by photos are preferred.	September 12, 2012
Financial Report	Please include a comprehensive list of expenditures for which this grant was used.	September 12, 2012
Final Report		September 12, 2012

Please bookmark and log in to your "My Account" page at <a href="https://www.grantrequest.com/SID">https://www.grantrequest.com/SID</a> 900?SA=AM

to view and submit ALL requirements, including the grant acknowledgement. You will receive an email reminder of your requirements approximately four weeks prior to their due dates. You

may submit requirements upon completion at any point during the grant term. Should you need a due date extension, please forward your request to allisonc@aspca.org with the requirement type (e.g. Progress Report, Photos, etc.), an explanation for your request and your preferred new due date.

An explanation of grant requirements you may be asked to fulfill are described on our website at <a href="http://www.aspcapro.org/grant-reporting-requirements.php">http://www.aspcapro.org/grant-reporting-requirements.php</a>

As a grantee, the ASPCA may occasionally request your input via surveys in order to collect data on best practices and animals served, to better the lives of at-risk animals. Through your participation, you demonstrate your gratitude for ASPCA support.

\*We extend our best wishes to you for continued success and look forward to hearing about your accomplishments during the year. It is a pleasure to be among your current supporters. <u>Please print two copies of this entire agreement, including this cover letter, sign both copies and mail to Michael Barrett at the address on the letterhead.</u>

Sincerely,

Allison Cardona

Allison Cardona

Director of Operations, Field Investigations & Response

CC: grants@aspca.org

ASPCA Logos: copy and paste (see Section 2 below)







Monday, September 12, 2011

Mr Frank Taberner Animal Control Officer Coordinator Sumter County Animal Control Services 819 CR 529 Lake Panasoffkee, FL 33538

Re: Grant Agreement

Dear Mr Taberner:

Further to our award letter advising that your organization would be receiving a grant from the ASPCA, after you read this Grant Agreement please sign two copies and return to the Grants Department. Upon receipt, we will mail you a copy of the contract with the check.

In recognition of the valuable work of your organization, The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Sumter County Animal Control Services \$10,000.00 ("the Grant") for the following purpose: Stipends for Code 3 Cruelty Education for Animal Control Officers (the "Project"). Intending to be legally bound and in consideration of the Grant provided to Sumter County Animal Control Services and the desire of Sumter County Animal Control Services to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. <u>The Grant</u>. The ASPCA shall pay the Grant to the Sumter County Animal Control Services accordingly:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	October 27, 2011	\$10,000

Please note that payment is contingent upon our receipt of two complete sets of signed contracts from you. Due to accounting rules, we will not draft a check until the contracts are in hand. Please send the signed award letters/contracts as soon as possible in order to expedite payment.

The Project shall consist of the following: Stipends for Code 3 Cruelty Education for Animal Control Officers - grant funds may be spent on registration, hotel and airfare. Sumter County Animal Control Services acknowledges and agrees that all Grant monies received by Sumter

County Animal Control Services from the ASPCA shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in Sumter County Animal Control Services having to return the Grant to the ASPCA within ten (10) days of the ASPCA's request to do so. Funding for subsequent years will be considered by the ASPCA after review of accomplishments. Sumter County Animal Control Services hereby grants to the ASPCA a license to use the Sumter County Animal Control Services name and trademarks on materials directly related to the activities of the Project. The Sumter County Animal Control Services Key Contact is you, and you shall communicate with Allison Cardona (allisonc@aspca.org, (212) 876-7700 x4315) (the "ASPCA Key Contact") monthly to review and evaluate the progress of the Project.

- 2. Acknowledgment. In consideration of the Grant, the Sumter County Animal Control Services shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all Project Materials. "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. Sumter County Animal Control Services shall submit the Project Materials for review and approval by the ASPCA Key Contact prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by Sumter County Animal Control Services without the prior written approval of the ASPCA Key Contact. The ASPCA hereby grants to Sumter County Animal Control Services a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Sumter County Animal Control Services to remove all references to the ASPCA's involvement if the ASPCA determines that the Sumter County Animal Control Services is not fulfilling its obligations under this Agreement.
- 3. <u>Miscellaneous</u>. This Agreement is intended to be binding upon Sumter County Animal Control Services and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and hereby supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between Sumter County Animal Control Services and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return to us to confirm our mutual understandings and binding agreements as of the Effective Date.

SIGNATURE PAGE BELOW

## Sincerely,

## THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Julie Morris	_
Senior Vice President	
Community Outreach	
J	
OR	
Matt Bershadker	_
Senior Vice President	
Anti-Cruelty Group	
1	
OR	
Melissa Norden	_
Senior Vice President	
Chief of Staff	
OR	
	_
Michael Barrett	
Vice President	
Grants Management	
-	
Accepted and agreed:	
Sumter County Animal Control Services	S
The Board of Sumter County Commission	or
By (signature of Chairman):	
Name:Don Burgess,	
Title: Chairman	